

The Village of Northfield

REGULAR COUNCIL MEETING

Agenda – May 25, 2016

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Brad Bryan, Law Director

Department Heads:

Mark Wentz, Police Chief
Jason Buss, Fire Chief
Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission
Mayor Nehez, Recreation Board
Beatrice Greenlee, Cemetery Board

Reports of Standing Committees:

Nicholas Magistrelli, Finance
James Daugherty, Roads/Public Works
Renell Noack, Health and Welfare
Gary Vojtush, Wages and Working Conditions
Jennifer Domzalski, Fire and Safety
Alan Hipps, Buildings and Grounds

Legislation:

2016-40 – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Alex Simon as a Part-Time Police Officer. (First Reading)

2016-41 – An Emergency Ordinance to Approve the Editing and Inclusion of Certain Ordinances as Parts of the Various Component Codes of the Codified Ordinances; to Approve, Adopt, Enact,

and Publish New Matter in the Updated and Revised Codified Ordinances; and to Repeal Ordinances and Resolutions in Conflict Therewith. (First Reading)

2016-42 – An Emergency Resolution Authorizing the Purchase of A 2017 Ford Police Interceptor Utility Vehicle for Police Department Use. (First Reading)

2016-43 – An Emergency Resolution Authorizing the Mayor to Enter into a Software Licensing Agreement with Software Solutions, Inc. for eGovProfessional Software for Finance Department Use. (First Reading)

2016-44 – An Emergency Resolution Authorizing the Mayor to Enter into a Lease and Maintenance Agreement with Toshiba Financial Services For a Village Hall Copier. (First Reading)

2016-45 – An Emergency Resolution Authorizing Certain Amendments to the 2016 Appropriation Resolution and/or Transferring Items Already Appropriated in that Resolution. (First Reading)

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-40
AN EMERGENCY RESOLUTION
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF
ALEX SIMON AS A PART-TIME POLICE OFFICER

WHEREAS, the Village's Police Department is in immediate need of additional part-time police officers; and

WHEREAS, the Village's Mayor/Director of Public Safety, Police Chief, and Council have determined that Alex Simon is qualified for appointment to the position of Part-Time Police Officer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of Alex Simon as a Part-Time Police Officer is hereby confirmed, effective immediately.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD ORDINANCE NO. 2016-41

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO APPROVE, ADOPT, ENACT, AND PUBLISH NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; AND TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the Village; and

WHEREAS, various ordinances and resolutions of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (previously updated through December 31, 2014) have been included in the Codified Ordinances of the Village; and

WHEREAS, certain changes were made in the Codified Ordinances to bring Village law into conformity with State law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the editing, arrangement and numbering or renumbering of the following ordinances and resolutions and parts of ordinances and resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of the Village, so as to conform to the classification and numbering system of the Code:

<u>Ord. No:</u>	<u>Date</u>	<u>C.O. Section</u>
2015-06	4-08-15	1446.01-1446.03, 1446.99
2015-32	5-27-15	246.01-246.04, 246.06-246.10
2015-33	5-27-15	1060.08
2015-40	7-22-15	220.02
2015-46	7-22-15	222.01
2015-65	10-14-15	410.06 (repeals 410.09, 410.10)
2015-66	10-14-15	432.38
2015-67	10-14-15	660.07
2015-70	11-21-15	618.07, 618.14 (repeals 618.15)
2015-73	12-09-15	891.01-891.20, 891.97-891.99
2015-74	12-30-15	892.01
2015-75	12-30-15	446.03
2015-76	12-30-15	210.01
2015-81	12-09-15	246.08
2015-96	12-30-15	246.10
2015-97	12-30-15	246.10, 258.08

SECTION 2. That the following sections are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

432.20, 432.26, 434.01, 436.01, 436.035, 436.09, 436.14, 442.01, 442.03, 442.04, 442.05, 442.07, 444.02, 452.04, 452.05, 452.06, 606.06, 606.07, 606.08, 608.01, 608.12, 608.16 612.07, 618.05 624.01, 636.10, 636.11, 660.08, 678.01, 678.10, 678.15, and 698.02(d)

SECTION 3. That the following section is hereby deleted:

414.11 Traffic law photo-monitoring devices.

SECTION 4. That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and enacted by Section 2 hereof are hereby repealed, except as follows:

(a) The enactment of such new matter shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2015.

SECTION 5. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 6. That this ordinance is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield in that it is necessary to have an up-to-date Code of Ordinances that is consistent with State law as required by Article XVIII, Section 3, of the Ohio Constitution with which to administer the affairs of the Village, ensure law and order, and avoid practical and legal entanglements, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of the time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing ordinance was duly and regularly passed by Council at a meeting held on the ____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-42
AN EMERGENCY RESOLUTION AUTHORIZING THE PURCHASE A 2017 FORD
POLICE INTERCEPTOR UTILITY VEHICLE FOR POLICE DEPARTMENT USE

WHEREAS, the Police Department is in need of another patrol vehicle; and
WHEREAS, formal advertisement and bidding are not required if purchases are made through the State's Cooperative Purchasing Program as managed by the Ohio Department of Transportation; and

WHEREAS, the Police Department desires to purchase a 2017 Ford Police Interceptor Utility Vehicle from Park Ford of Tallmadge, Ohio at the state-bid price; and

WHEREAS, Council desires to authorize the purchase of the above vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor is hereby and herein authorized and directed to purchase a 2017 Ford Police Interceptor Utility Vehicle pursuant to the State of Ohio Department of Transportation specifications from Park Ford of Tallmadge, Ohio at the state-bid price of Twenty-Seven Thousand Two Hundred Dollars (\$27,200).

SECTION 2. That the Village of Northfield agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(B), including the purchase authorized by this Ordinance.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the operation of the Police Department and protect the safety and welfare of the Village residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

2017 EXPLORER 4-DOOR

Order No: 9999 Priority: G3 Ord FIN: QG641 Order Type: 5B Price Level: 725

Ord Code: 500A Cust/Flt Name: NORTHFIELD

PO Number:

RETAIL

RETAIL

K8A	DR AWD POLICE	\$31510	86T	RR TAILLAMP HSG	\$60
	.112.6" WB		87R	RR VIEW MIR/CAM	NC
G1	SHADOW BLACK			FLEX-FUEL	
9	CLTH BKTS/VNL R		153	FRT LICENSE BKT	NC
W	EBONY BLACK			SP DLR ACCT ADJ	
500A	EQUIP GRP			SP FLT ACCT CR	
	.PREM SINGLE CD			FUEL CHARGE	
99R	.3.7L V6 TIVCT	NC	B4A	NET INV FLT OPT	NC
44C	.6-SPD AUTO TRAN	NC		DEST AND DELIV	945
21L	FRONT AUX LIGHT	550		TOTAL BASE AND OPTIONS	33705
43D	COURTESY DISABL	20		TOTAL	33705
51R	DRV LED SPT LMP	395		*THIS IS NOT AN INVOICE*	
59B	KEY CODE B	50			
60A	GRILL WIRING	50			
86P	FRT LMP HOUSING	125			

F1-Help

F2-Return to Order

F3/F12-Veh Ord Menu

F4-Submit

F5-Add to Library

S099 - PRESS F4 TO SUBMIT

QC03853

fmcdearl@PFLT15

May 19, 2016 4:26:45 PM

PRICE FOR NORTHFIELD

\$ 27,200

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-43
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
SOFTWARE LICENSING AGREEMENT WITH SOFTWARE SOLUTIONS, INC. FOR
eGovProfessional Software FOR FINANCE DEPARTMENT USE

WHEREAS, the Director of Finance has determined that the Village needs improved software to permit her to perform the functions of her department efficiently; and

WHEREAS, as a RITA member, the Village is entitled to receive a substantial discount on the software that has been determined to best fit the Village's needs; and

WHEREAS, Council desires to authorize the Mayor to purchase and enter into a Software Licensing Agreement with Software Solutions, Inc. for certain eGovProfessional Software for Finance Department use.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Software Licensing Agreement with Software Solutions, Inc. of Lebanon, Ohio for the purchase and licensing of eGovProfessional Software for Finance Department use. The price of the software, license, and necessary training and support, with the \$2,340 RITA member discount, is \$16,455, as set forth in the Quote that is attached hereto.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the efficient operation of a municipal department, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council



Software Solutions

Personal Attention. Public Solutions.

Phone: 1-800-686-9578 - Fax: 513-932-4058 - Email: sales@mysoftwaresolutions.com

QUOTE

Date	Rep	Quote #
05/18/16	Rick	SSIQ4470-02

Sold To: Northfield, Village of
Tricia Ingrassia
10455 Northfield Rd.
Northfield, OH 44067

eMail: tingrassia@att.net
Phone: (440)248-1188
Fax:

Ship To: RITA
Ralph M. Glatzhofer
10107 Brecksville Rd.
Brecksville, OH
USA

eMail: rglatzhofer@ritaohio.com
Phone: 330-468-4367
Fax: (440)526-4335

P.O. Number	Ship Via

Qty	Description	Unit Price	Ext. Price
	eGovProfessional Software		
1	eGovProfessional Financial Management 1 User	\$7,100.00	\$7,100.00
1	eGovProfessional Payroll 1 User	\$4,600.00	\$4,600.00
1	RITA Customer Discount	-\$2,340.00	-\$2,340.00
	SubTotal		\$9,360.00
1	Crystal Reports Standard Edition with one ODBC seat and a startup library of reports	\$695.00	\$695.00
	SubTotal		\$695.00
	Professional Services		
1	eGovProfessional Access License (First user)	\$2,086.00	\$2,086.00
1	No data conversion. Training provided by RITA.	\$0.00	\$0.00
	SubTotal		\$2,086.00
	OPTIONS:		
0	On-site training provided by Software Solutions (per day) (Optional)	\$1,150.00	\$0.00
1	Annual Silver Support costs for eGovProfessional Software	\$4,304.00	\$4,304.00
	TOTAL		\$16,445.00

Software prices quoted are valid for 90 days.

Client will be direct customer of Software Solutions. RITA will do initial setup and training of the system. Services required by Software Solutions will be at the \$1,150 per day as listed optionally in the quote.

To proceed with this order, please return the signed quote and Software Licensing Agreement to Karen Steele.
Email: ksteele@mysoftwaresolutions.com or Fax: 513-932-4058

Authorizing Signature _____

PO Number _____

Date _____



Software Solutions

Personal Attention. Public Solutions.

SOFTWARE LICENSING AGREEMENT

Agreement this ____ day of _____, 20__, by and between SOFTWARE SOLUTIONS, INC., Lebanon, Ohio (hereinafter referred to as "Software Solutions") and the Village of Northfield (hereinafter referred to as "Licensee").

A. PURPOSE OF AGREEMENT, SOFTWARE DESCRIPTION, LICENSE FEES, AND TRAINING

1. The purpose of this Agreement is to state the terms and conditions under which SOFTWARE SOLUTIONS will grant to Licensee a nonexclusive license to use and operate certain proprietary computer programs and related documentation identified and described more fully in paragraph 2 below.

2. The computer programs which are the subject to this Agreement and the fees to be paid by Licensee therefore shall consist of the following:

See attached quote #4470-02.

3. The sole computer hardware and related equipment (the "Hardware" upon which the Programs will be installed and are authorized to be operated as follows:
Windows 7 & 8 Professional workstations and Windows 2008 or 2012 Server

B. DEFINITIONS

1. For purposes of this Agreement, the term "SOFTWARE SOLUTIONS Programs" shall be deemed to refer to those computer programs and related documentation specifically identified and described above in Section A(2) above and all other computer programs and related documentation which SOFTWARE SOLUTIONS and Licensee agree in writing to have included under Section A(2) of this Agreement. Unless the context otherwise requires, the term "SOFTWARE SOLUTIONS Programs", as used in this Agreement, shall also include all versions, corrections, enhancements and improvements furnished or required to be furnished by SOFTWARE SOLUTIONS under or pursuant to the terms of this Agreement.

2. For purposes of this Agreement, the term "Third Party Programs" shall be deemed to refer to those computer programs and related documentation identified and described above in the attachment to this Agreement and all other computer programs and related documentation which SOFTWARE SOLUTIONS and Licensee agree in writing to have included under the attachment to this Agreement. With respect to each such additional computer program, the parties shall formally amend this Agreement to incorporate the same and shall specify any license fees or other terms and conditions unique to such program. Unless the context otherwise requires, the term "Third Party Program", as used in this Agreement, shall also include all versions, corrections, enhancements and improvements furnished or required to be furnished by SOFTWARE SOLUTIONS under or pursuant to the terms of this Agreement.

3. For purposes of this Agreement, the term "Programs" shall be deemed to refer collectively to both the SOFTWARE SOLUTIONS Programs and the Third Party Programs, as those terms are defined above.

4. For purposes of this Agreement the term "Specifications" shall be deemed to mean the specifications of the Programs set forth in the user manuals supplied to Licensee by SOFTWARE SOLUTIONS hereunder.

5. For purposes of this Agreement, the terms "Problems or Defects" shall mean any failure of the Programs to operate in substantial compliance with the Specifications.

C. LICENSE FEES AND PAYMENT TERMS

1. In consideration of the License granted hereunder, Licensee agrees to pay SOFTWARE SOLUTIONS the License Fees set forth in paragraph A2 of this Agreement according to the following schedule:

The payment for each software module is due when that module is delivered. The payment for training and services is due as these are performed.

2. The License Fees set forth in this Agreement do not include any taxes. Where applicable, there shall be added to such License Fees amounts equal to any taxes (however designated, levied, or based) on such License Fees, on this Agreement or on the Programs or their use, including, but not limited to, state and local privilege or excise taxes, if applicable.

D. SCOPE AND NATURE OF LICENSE GRANTED

1. SOFTWARE SOLUTIONS hereby grants to Licensee on, and only on, the Hardware (a) a non-exclusive right to use and operate the SOFTWARE SOLUTIONS Programs subject to the terms and conditions of this Agreement, and (b) a non-exclusive right to use and operate the Third Party Programs subject to the terms and conditions of this Agreement and to SSI's rights and obligations under its license agreement(s) with the licensor(s) of the Third Party Programs.

2. It is mutually agreed that this Agreement involves a right and license for the use and operation of the Programs and that nothing contained herein shall be deemed to convey any title or ownership interest in the Programs to Licensee. It further is mutually agreed that nothing in this Agreement grants, or should be construed to grant, Licensee the right to give, market or sublicense the Programs to any third party without the express written consent of SSI.

E. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence effective on the date first written above and shall continue in perpetuity, unless terminated as provided in paragraphs 2 or 3 below of this Section E.

2. SOFTWARE SOLUTIONS shall have the right upon 30 days written notice to terminate this Agreement and all rights and privileges granted hereunder if:

- (a) Licensee defaults in its obligations to timely pay the License Fees or other such charges specified in this Agreement and such default continues for a period of 30 days, or
- (b) Licensee defaults in any other of its obligations under this Agreement and fails to cure such default within 30 days after written notice of such default to Licensee, or
- (c) Licensee shall (i) become insolvent, however evidenced, (ii) make a general assignment for the benefit of creditors, (iii) file or have filed against it a petition in bankruptcy, for a reorganization or an arrangement or for a receiver, trustee or similar creditors' representative for Licensee's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and the same shall not have been dismissed or discharged within 60 days of such filing.

3. Licensee shall have the right upon 30 days written notice to terminate this Agreement and all rights and privileges granted hereunder if:

- (a) SOFTWARE SOLUTIONS defaults in any of its obligations under this Agreement (including, but not limited to, its obligations under Section F of this Agreement with respect to completing installation of the Programs) and fails to cure such default within 30 days after written notice of such default to SSI, or
- (b) SOFTWARE SOLUTIONS shall (i) become insolvent, however, evidenced, (ii) make a general assignment for the benefit of creditors, (iii) file or have filed against it a petition in bankruptcy, for a reorganization or an arrangement or for a receiver, trustee or similar creditors' representative for Licensee's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and the same shall not have been dismissed or discharged within 60 days of such filing.

4. Within thirty days of the date of termination of this Agreement by either party for any reason, Licensee shall return to SOFTWARE SOLUTIONS the original Programs and any copies thereof in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Programs, and shall also erase from all computer storage any image or copies thereof. Contemporaneously with the return or destruction of such property, Licensee shall certify in writing to SOFTWARE SOLUTIONS that the original and all copies of such property have been returned to SOFTWARE SOLUTIONS or destroyed. The parties hereto understand and agree that it is the purpose of this paragraph E(4) to protect SSI's and certain third party licensors' proprietary interest in the Programs and to prevent the unauthorized copying or use of the Programs after termination of this Agreement. In accordance with that purpose, the parties further understand and agree that nothing contained in this paragraph E(4) shall be construed to bar or prohibit Licensee from retaining after termination of this Agreement copies of reports, listings or other forms of computer printed output which consist of Licensee's own processed or raw data or other such information in which SOFTWARE SOLUTIONS or third party licensors have no proprietary interest.

5. Licensee understands and agrees that in the event of termination of this Agreement by either party for any reason other than a default by SOFTWARE SOLUTIONS of its obligations hereunder, all license fees or other such charges already paid by it to SOFTWARE SOLUTIONS hereunder as of the date of termination are nonrefundable and shall be retained by SOFTWARE SOLUTIONS as at least partial compensation for the services provided and rights granted by SOFTWARE SOLUTIONS hereunder while this Agreement was in effect.

6. Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in Section G (Limited Warranty and Disclaimer), H (Limitation on Liability and Remedies), I (Intellectual Property Rights), and J (General) of this Agreement shall survive and continue to bind the parties and their legal representatives, successors, heirs and assigns.

F. INSTALLATION AND ACCEPTANCE

1. SOFTWARE SOLUTIONS will use its best efforts to commence installation of the Programs as expeditiously as reasonably possible. Licensee understands and agrees, however, that time required for installation of the Programs is subject to factors not entirely within the control of SOFTWARE SOLUTIONS and can only be estimated at this time. SOFTWARE SOLUTIONS shall not be liable for loss or expense of any nature due to a failure to meet a specified installation date or an unanticipated delay in completion of installation.

2. SOFTWARE SOLUTIONS promptly will notify Licensee in writing of the date on which it considers a Program to be completely installed and ready for full use and operation by Licensee. Each Program shall be deemed to be "installed" for purposes of this Agreement (specifically including, but not limited to, for purposes of commencing the limited warranty period set forth in Section G of this Agreement) as of such date regardless of whether any notice of alleged incompleteness has been given by Licensee pursuant to paragraph 3 below of this Section F.

3. Upon receipt of the written notice of installation completion referred to in paragraph 2 above of this Section F, Licensee shall have a reasonable time, not to exceed thirty (30) calendar days, to notify SOFTWARE SOLUTIONS in writing of any and all respects in which it believes installation of the Program is not complete. Licensee understands and agrees that its failure to timely give such notice shall constitute acceptance by Licensee that the Programs have been properly and completely installed.

4. Upon timely receipt by SOFTWARE SOLUTIONS of the notice referred to in paragraph 3 above of this Section F, SOFTWARE SOLUTIONS promptly will either (a) correct the alleged deficiencies identified by Licensee as preventing the Program from being properly and completely installed, and/or (b) notify Licensee in writing which of such alleged deficiencies it believes either do not exist or otherwise do not render the installation of the Program incomplete.

5. In the event that SOFTWARE SOLUTIONS gives Licensee notice pursuant to paragraph 4(b) above of this Section F, Licensee shall have a reasonable time, not to exceed ten (10) calendar days, either to (a) accept the Program as properly and completely installed or (b) notify SOFTWARE SOLUTIONS in writing that it demands that the Licensee Fees it has paid to SOFTWARE SOLUTIONS under this Agreement for the Program be refunded. In the event that Licensee demands such a refund, Licensee agrees upon receipt of such refund to

return the Program to SOFTWARE SOLUTIONS and to waive any rights or claims it might otherwise have hereunder relating to such Program. Licensee further agrees that its failure to timely give SOFTWARE SOLUTIONS such a demand for a refund of License Fees will be deemed to constitute agreement by Licensee that the Program has been properly and completely installed.

6. The parties hereto understand and agree that it is the primary purpose of the Section F to establish the dates of completion of installation and acceptance of the Programs for purposes of this Agreement. In accordance with that purpose, the parties further understand and agree that nothing contained in this Section F shall be construed to bar or otherwise limit Licensee's limited warranty rights under Section G of this Agreement with respect to subsequently occurring Problems or Defects in the Programs which are discovered after the dates of completion of installation and acceptance of the Programs.

G. LIMITED WARRANTY AND WARRANTY DISCLAIMER

1. With respect to the SOFTWARE SOLUTIONS' Programs only, SOFTWARE SOLUTIONS warrants to Licensee that for a period of 180 days after the Licensee is live on any of the initial programs, each SOFTWARE SOLUTIONS' Program will function in accordance with the Specifications if the Programs are properly used and not modified by anyone other than SSI. SOFTWARE SOLUTIONS agrees to address functionality as a part of its Software Support Plan that takes place after this initial installation. As subsequent SOFTWARE SOLUTIONS' Programs move into production they will immediately be defined as part of the Software Support Plan.

2. With respect to the Third Party Programs, SOFTWARE SOLUTIONS agrees to use reasonable efforts to correct and/or cause to be corrected any Problems or Defects in such Third Party Programs. SOFTWARE SOLUTIONS further agrees to assign to Licensee as a third party beneficiary during the term of this Agreement any and all warranties (if any) to SOFTWARE SOLUTIONS by the third party licensors of such third party programs.

3. Licensee understands and agrees that the Programs, like all other such computer software, are of such complexity that they may have inherent or latent Problems or Defects and agrees that SSI's sole responsibility under this limited warranty provision is to correct and/or use its best efforts to correct such Problems or Defects, if and when they occur, in accordance with paragraphs 1 and 2 above of this Section G. Licensee agrees that during this limited warranty period it will give to SOFTWARE SOLUTIONS prompt

written notice of any Problems or Defects experienced by Licensee with the Programs which Licensee believes are covered by this limited warranty provision. Licensee further agrees that the failure to timely give such written notice shall not be deemed to constitute a breach of this Agreement, but shall be deemed to constitute a waiver of any claim by Licensee against SOFTWARE SOLUTIONS hereunder based upon such alleged Problem or Defect with the Programs. For purposes of this notice requirement, Licensee acknowledges and agrees that notice of an alleged Problem or Defect with the SOFTWARE SOLUTIONS Programs shall be deemed untimely if more than one week has elapsed since the date this limited warranty period has expired.

4. LICENSEE ACKNOWLEDGES AND AGREES THAT IN THE EVENT SOURCE CODE FOR THE PROGRAMS IS MODIFIED IN ANY WAY BY ANYONE OTHER THAN SOFTWARE SOLUTIONS WITHOUT THE EXPRESS WRITTEN CONSENT OF SSI, WHETHER OR NOT SUCH SOURCE CODE WAS PROVIDED BY OR ACQUIRED FROM SSI, THE LIMITED WARRANTY PROVIDED HEREUNDER SHALL IMMEDIATELY BE TERMINATED, VOID AND OF NO EFFECT, AND ANY FURTHER USE OR OPERATION OF SUCH PROGRAM WILL BE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

5. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. LIMITATION ON LIABILITY AND REMEDIES

1. In all situations involving performance or nonperformance of a Program accepted by Licensee and in any way warranted under this Agreement, Licensee's sole remedy is (a) as to each SOFTWARE SOLUTIONS Program, to receive the correction by SOFTWARE SOLUTIONS in accordance with the terms and conditions of Section G(1) of this Agreement of identifiable Problems or Defects which are preventing such SOFTWARE SOLUTIONS Program from operating as warranted, and as to each Third Party Program, to receive reasonable efforts by SOFTWARE SOLUTIONS to correct or cause to be corrected in accordance with the terms and conditions of Section G(2) of this Agreement of identifiable Problems or Defects which are preventing such Third Party Program from operating as warranted, or (b) at SSI's option and expense, if after reasonable efforts SOFTWARE SOLUTIONS is unable to make that Program operate as warranted, to receive a replacement by SOFTWARE SOLUTIONS of that defective Program.

2. For any claim concerning performance or nonperformance by SOFTWARE SOLUTIONS pursuant to, or in any way related to the subject matter of this Agreement (including, but not limited to, any claim that SOFTWARE SOLUTIONS has failed to satisfy its repair and/or replacement obligation under paragraph 1 above of this Section H), Licensee shall be entitled to recover only its actual damages (specifically excluding, however, any indirect, incidental and/or consequential damages excluded by paragraph 3, below, of this Section H) up to, BUT NOT IN EXCESS OF: (1) the total fees paid by it to SOFTWARE SOLUTIONS under the terms of this Agreement. It is understood and agreed to by Licensee that the foregoing limitation on damages is fair and reasonable adjustment to the uncertain and difficult-to-ascertain damages which might flow from a breach of this Agreement and is not intended to be a penalty, but rather is intended to limit Licensee's recovery of damages hereunder to a reasonable proportion of the damages it may sustain and to be a reasonable allocation by the parties of the business risks inherent in this, as well as any other, contract.

3. SOFTWARE SOLUTIONS SHALL NOT BE LIABLE TO LICENSEE, ITS EMPLOYEES, AGENTS OR CUSTOMERS, OR TO ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, INJURY TO PROPERTY, DEATH OF OR INJURY TO ANY PERSON, ANY AND ALL LOSS OR DAMAGES CAUSED BY OR RESULTING FROM FAILURE DUE TO ANY ERROR, INTERRUPTION OR OTHER MALFUNCTION OF OR DEFECT IN THE PROGRAMS, OR ANY OTHER SUCH INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES ARISING IN ANY WAY FROM PERFORMANCE OR NONPERFORMANCE BY SOFTWARE SOLUTIONS OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

4. LICENSEE UNDERSTANDS AND AGREES THAT IT IS AND SHALL BE SOLELY RESPONSIBLE FOR ESTABLISHING AND MAINTAINING A PROCEDURE FOR RECONSTRUCTION AND/OR RECOMPILATION OF ANY AND ALL DATA OR INFORMATION LOST OR DESTROYED DURING THE USE, OPERATION, TRANSPORT OR STORAGE OF THE PROGRAMS AND THAT

SOFTWARE SOLUTIONS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES CAUSED BY OR ARISING FROM SUCH LOST OR DESTROYED DATA OR INFORMATION WHICH COULD HAVE BEEN AVOIDED OR PREVENTED HAD CUSTOMER PROPERLY CARRIED OUT ITS RESPONSIBILITY HEREUNDER.

5. Neither party shall be liable to the other in any manner for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance by it due to any cause or circumstance beyond its control, including, but not limited to, any failures or delays in performance caused by strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws, regulations, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, communication facilities or failures of source of raw materials.

6. No action, regardless of form, arising out of or in any way related to the subject matter of this Agreement, may be brought by either party more than two years after the cause of action has arisen; provided, however, that this limitation shall not apply to any action brought by SOFTWARE SOLUTIONS hereunder for infringement of any of its intellectual property rights in the Programs, which action may be brought by SOFTWARE SOLUTIONS within the period prescribed by the applicable statute(s) of limitations.

I. INTELLECTUAL PROPERTY RIGHTS

1. Licensee understands that the Programs, and any and all versions, corrections, enhancements and improvements to the Programs, include confidential data and know-how which are claimed as trade secrets or other proprietary information by SOFTWARE SOLUTIONS and/or the licensors of the Third Party Programs. Licensee will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to SOFTWARE SOLUTIONS and/or the licensors of the Third Party Programs (and which has been so identified to Licensee by SSI) and to maintain the Confidentiality of such information, including but not limited to: (a) limiting disclosure only to employees of Licensee having a genuine need to know; (2) instructing its employees having access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (3) effecting sufficient security measures to safeguard such information from theft or from access by unauthorized parties.

2. Each party hereto understands and agrees that, in addition to the information contained in the Programs themselves, it may from time to time furnish to the other information and documentation for the purpose of supporting the Programs which is confidential and/or proprietary in nature. Each party agrees to take reasonable precautions to prevent disclosure of information which is proprietary to the other and which is clearly so identified, at minimum to the same extent that it protects its own proprietary information. The obligations of this subsection shall not extend to any items which now or hereafter may be in the public domain (a) in the case of information of Licensee, by acts or omissions not attributable to SOFTWARE SOLUTIONS or (b) in the case of information of SSI, by acts or omissions not attributable to Licensee or its customers. It further is agreed that all such proprietary information so furnished to the other in written form will be returned to the supplying party at its request when its further retention by the other is no longer necessary or upon written demand by the supplying party.

3. All natural and statutory rights and powers which arise out of this Agreement, whether in the nature of copyrights, trade secrets, trademarks, service marks, trade names or patents (hereinafter jointly and severally sometimes called "Intellectual Property Rights"), in the Programs shall be and remain in the title of SOFTWARE SOLUTIONS and at its exclusive disposal. SOFTWARE SOLUTIONS reserves the right to use any such rights and powers in the same or other combination or permutation when writing programs for others.

4. Licensee agrees that it may copy or reproduce Programs only to the extent reasonably necessary for normal backup purposes and only provide that all such copies and reproductions carry the appropriate copyrights, proprietary information and/or trademark notices of SOFTWARE SOLUTIONS and/or the licensors of the Third Party Programs.

5. Licensee recognizes that SOFTWARE SOLUTIONS represents itself and the licensors of the Third Party Programs as having the Intellectual Property Rights (either registered or unregistered) relating to the Programs and Licensee will not directly or indirectly dispute or contest the validity of such rights, or directly or indirectly assist any person in disputing or contesting such rights.

J. GENERAL

1. All notices, requests and demands required or permitted to be given hereunder shall be deemed sufficient only if in writing and hand delivered or mailed by certified or registered mail, to the appropriate party hereto at the address set forth in the signature line below.

2. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.

3. The validity, interpretation and performance of this Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, including but not limited to, the provisions of the Uniform Commercial Code as adopted and codified by the State of Ohio.

4. If any provision, in whole or in part, of this Agreement is held illegal or invalid by any court or administrative agency of appropriate jurisdiction, such provision or appropriate portion thereof shall be deemed severable and the illegality or invalidity of such provision or portion thereof shall not affect any of the remaining provisions of this Agreement. In such event, this Agreement shall be construed as if the illegal or invalid provision, or portion thereof, had not been contained in this Agreement.

5. The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.

6. Any change in, addition to or waiver of the terms, conditions or provisions of this Agreement shall be binding upon either of the parties only if approved in writing by its authorized representative.

7. Licensee shall have the right to assign or otherwise transfer its rights or obligations under this Agreement only with the prior written consent of SSI. In the event of any assignment (whether by consent, operation of law, or otherwise), all covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

8. EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, REVIEWED IT WITH COUNSEL, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, SOFTWARE SOLUTIONS and Licensee have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above.

Software Solutions, Inc.
420 East Main Street
Lebanon, Ohio 45036

Village of Northfield
10455 Northfield Rd.
Northfield, OH 44067

By: _____

By: _____

Title: _____

Title: _____

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-44
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
LEASE AND MAINTENANCE AGREEMENT WITH TOSHIBA FINANCIAL SERVICES
FOR A VILLAGE HALL COPIER

WHEREAS, the Village needs to replace its Village Hall copy machine; and
WHEREAS, the Mayor and Director of Finance have investigated the Village's options and have determined that the Toshiba E-S 3555c Model best suits the Village's needs for the best price; and

WHEREAS, Council desires to authorize the Mayor to enter into a Lease and Maintenance Agreement for a Toshiba E-S 3555c copy/fax/scan machine for Village Hall.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Lease and Maintenance Agreement with Toshiba Financial Services for a Toshiba E-S 3555c copy/fax/scan machine for Village Hall with the equipment set forth in the attached Agreement. The Agreement provides for 63 monthly payments of \$249.80, a \$75 one time documentation fee, and the excess of 3000 copies per month and color image charges set forth in the Agreement.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the efficient operation of Village Hall, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

TOSHIBA

BUSINESS SOLUTIONS

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name:	Village of Northfield	Fed. Tax ID #:	
Contact Person:		Bill-To Phone:	330-467-7130
Billing Address:	10455 northfield road	City, State-Zip:	Northfield, oh 44067
Equipment Location: (if different from above)		City, State-Zip:	

TBS LOCATION

Contact Name:	nick kumar	Subsidiary Location:	tbsoh
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. Toshiba E-S 3555c, radf, finisher, fax, print, scan		
2.		
3.		

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	63	of \$	249.80	* Security Deposit:	\$	-	<input type="checkbox"/> Received	(plus applicable taxes)
Payment includes:	3,000	B&W Images Per Month - Excess Images at	\$0.00580	Per B&W Image				End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease per section 16 3. Return Equipment
Payment includes:		Color Images Per Month - Excess Images at	\$0.04900	Per Color Image				
Payment includes:		Scan Images Per Month - Excess Images at	\$-	Per Scan Image				
Payment includes:		Black Print Images Per Month - Excess Images at	\$-	Per Black Print Image				
Payment includes:		Color Print Images Per Month - Excess Images at	\$-	Per Color Print Image				
Excess Images Billed:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	Lease payment period is monthly unless otherwise indicated.						
Documentation Fee:	\$75.00 (included in First Invoice) <input type="checkbox"/> See Attached form (Schedule "A") for Additional Equipment							

* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Print Name:	Signature: X	Title:	Date:
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PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor:	Signature: X	Date:
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TERMS AND CONDITIONS

agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and information from credit reporting agencies regarding your credit history, to our assignees or third parties having an economic interest in this Lease or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the equipment and are not party to any service/maintenance agreement.

applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an amount not payable equal to the amount due plus late charges of \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.

[illegible]

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE EQUIPMENT FOR YOUR OWN USE AND THAT YOU WILL BE RESPONSIBLE FOR THE EQUIPMENT'S PERFORMANCE. YOU AGREE TO HOLD US HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST US BY ANY THIRD PARTY AS A RESULT OF YOUR USE OF THE EQUIPMENT. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST US BY ANY THIRD PARTY AS A RESULT OF YOUR USE OF THE EQUIPMENT.

5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A of the Uniform Commercial Code.

[illegible]

9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of our ownership of the Equipment, including but not limited to, sales tax, use tax, property tax, and all other taxes, costs and expenses. The Equipment may include a profit and is subject to applicable taxes.

[illegible]

cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to pay a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is obtained, any

monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is obtained, any

monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is obtained, any

12. Representations: (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such information from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or change your name, and (6) you have the lawful power and authority to enter into this Lease.

13. Default: You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date; (b) you fail to meet any of your obligations in the Lease (other than payment obligations); and (c) you are in breach of any other obligation under the Lease.

14. Remedies: If you are in default, we may, at our option, do any or all of the following:

(a) require you to pay us immediately the amount of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3)(f) the amount of any purchase option and bonus payments to become due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law); and

(b) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(f) above over the Fair Market Value of the Equipment as determined by an independent appraiser selected by us.

Notwithstanding to whom the Equipment is returned, you agree to indemnify and hold harmless us from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, which we incur in connection with the exercise of either remedy set forth in this Section 14.

with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

16. Automatic Renewal: This Lease will automatically renew for successive one (1) year terms unless you notify us in writing of your intent not to renew the Lease at least 30 days prior to the expiration of the current term. The Lease will be renewed for the same term and conditions as the current term unless you notify us in writing of your intent to renew the Lease for a different term and conditions. If you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States.

16. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the right, power, privilege and authority to enforce the terms of this Lease as if it were the original party to this Lease. You agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any

19. Personal Property Tax (PPT): You agree to pay the PPT on the Equipment. You agree to pay an administrative fee for the processing of such taxes. You agree to pay the PPT on the Equipment. You agree to pay an administrative fee for the processing of such taxes. You agree to pay the PPT on the Equipment. You agree to pay an administrative fee for the processing of such taxes.

courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, and the said district or courts shall have and exercise full and complete jurisdiction over the parties to this lease and the subject matter hereof, and the parties to this lease shall submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

[illegible]

a. TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made at any convenient time. When service during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary by carelessness of the operator, accident, misuse (including overexposure) or other causes, or to provide maintenance as a result of service by personnel not authorized by TBS or the use of non-TBS supplies.

b. Except as provided below, TBS will replace all covered parts, consumables and supply items without charge. You agree to replace any parts, consumables and supply items that are not covered under this warranty.

degree of liability.

1. Stated supply may have increased from 1990 to 1991 yields stated above.

2012

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-45
AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE
2016 APPROPRIATION RESOLUTION AND/OR TRANSFERRING ITEMS ALREADY
APPROPRIATED IN THAT RESOLUTION

WHEREAS, as the result of certain occurrences, information, and expenditures, amendments to the year 2016 Appropriation Resolution and/or transfers of items already appropriated in the Appropriation Resolution are required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That in order to provide for certain expenditures during the 2016 calendar year, Council hereby and herein authorizes the amendments to the Year 2016 Appropriation Resolution and transfers of items already appropriated in the year 2016 Appropriation Resolution in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2016.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD			
Amendments and Transfer Ordinance 2016			
Amendments to Current Appropriation		Amount	2016-45
A01-1-A-243	Ammo and Range	\$ 3,300.00	To buy necessary ammo for Police Department
B01-6-B-233	Contractual Services	\$ 128,500.00	Engineering Services
B18-7-C-245	Refunds	\$ 3,049.95	Money sent to Village in error by the State of Ohio
RETURN OF ADVANCES			
From	To		
TRANSFERS			
From	To		
A01	B08	\$ 50,000.00	
ADVANCES			
From	To		
For May 25, 2016 Council Meeting			

For May 25, 2016 Council Meeting